



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

26AA 119247

EXACT MATCH

Rajani Gupta
Proprietor



AGREEMENT FOR LEAVE AND LICENSE

This Agreement for Leave and License has been made on 1st Day of July 2020 between: **M/S.KOLKATA M. A. BUSINESS CENTRE PVT. LTD.** having its office at 113, Park Street, Kolkata-700016 hereinafter referred to as the "**LICENSOR**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, representatives and assigns) of the **ONE PART.**

... IN BASIS, without any damage or breakage.

AND

M/S. EXACT MATCH Proprietor: Rajani Gupta herein after referred to as the "**LICENSEE**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their administrators and legal representatives) of the **OTHER PART**.

WHEREAS the **LICENSOR** is the owner of **ALL THAT** the office space located at Fifth Floor 113 Park Street, Poddar Point Kolkata-700016

AND WHEREAS the **LICENSEE** intends to acquire a License in respect of **Suite No.511** forming part of the said Business Centre (hereinafter referred to as the **LICENSED PREMISES** for the purpose of putting up its Branch and for the aforesaid purpose has approached the Licensor to grant the right or permissive use over and in respect of the said Licensed Premises which the Licensor has agreed to grant at the License Fee and subject to the terms and conditions hereinafter appearing:

1. The **LICENSOR** grants the **LICENSEE** only for permissive & Temporary Office right to use the **Suite No.511** at the **LICENSED PREMISES** consist of 1 Director table with 6 workstations, visitors and storage together with all furniture & fittings which belongs to the **LICENSOR**.
2. The **LICENSEE** shall not install or be permitted to install any furniture & fittings etc.
3. In case of Non Receiving of invoice of both electricity and Room Service charge & others, the **LICENSEE** shall be liable to collect the same from the Front Desk/ Accounts Department of the **LICENSOR**.
4. The **LICENSEE** declares that before execution of this agreement the **LICENSEE** is aware of the interior of furniture, fixtures, fittings and walls of the office space and also confirm the same that on vacating the office premises the **LICENSEE** would hand over the office space on **AS IS WHERE IS BASIS**, without any damage or breakage.
5. The **LICENSEE** declares that in case any damage is done then in that event the damage or breakage charge would be borne and paid by the **LICENSEE**.

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6. The **LICENSEE** declares that no illegal, unsocial, immoral, unlawful, unauthorized, indecent business will be ever conducted and there will be no activity other than aforesaid nature of business at the **LICENSED PREMISES** and that the rules and regulation, law of central and provincial governments and of local authority will be strictly adhered to by the **LICENSEE**.
7. The **LICENSEE** declares that no indecent, immoral, misconduct, misbehavior will be ever conducted with any of the team member of Kolkata M. A. Business Centre Pvt. Ltd., if in case such act might happen the **LICENSOR** shall have the right to terminate the **LICENSE AGREEMENT**.
8. The **LICENSEE** further declares that the **LICENSEE** shall not handover, encumber or mortgage the **LICENSED PREMISES** to any outsider or any statutory authorities or bank for the benefit of the **LICENSEE**.
9. The **LICENSOR** shall be authorized to show the **LICENSED PREMISES** space to other clients anytime during notice period after giving notice by any of the either side.
10. The **LICENSOR** shall not handover the keys of the cabin of the licensed premises to the **LICENSEE**. Only the keys of the cupboards & drawers will be handed over to the **LICENSEE**.
11. In as much as the right of permissive use has been granted by the **LICENSOR** to the **LICENSEE** for the purpose of setting up its registered cum liasoning office the **LICENSEE** has agreed not to use the said **LICENSED PREMISES** for any other purpose whatsoever and in particular not to use the same as eatery, Restaurant and/ or for any other public Purposes.
12. Either party shall be entitled to terminate this agreement by giving to the other 60 days' notice in writing and upon expiry of the term hereby granted or sooner determination of this agreement the **LICENSEE** has agreed:
 - i) Not to enter upon the said **LICENSED PREMISES** excepting for the purpose of removal of its furniture, fittings and other belongings.
 - ii) Not to carry on any business on and from (the) said **LICENSED PREMISES**.
 - iii) To quit vacate and deliver up complete vacant possession of the said **LICENSED PREMISES**.

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- v. The LICENSEE accepts acknowledged confirms to pay, room service charges & other charges by the 10th of every month otherwise a fine from, 11th to 15th @ 15%, 16th to 20th @ 20%, 21st to 25th @ 25% and from 26th onwards @ 40% every month will be imposed/levied/deducted from the Security Deposit. The LICENSOR further reserves the right to disconnect/terminate the electricity/telephone service till the charges are paid by the LICENSEE.
- vi. The LICENSEE shall be liable to pay 60 common units for electricity charge & Rs.250.00 per month for meter charges in addition to their actual electric consumption as per the sub meter installed in their suite.
- vii. The LICENSEE shall make the payment of electricity charge @15/- per unit.(NOT APPLICABLE ON CUBICLE SPACE).
- viii. The LICENSEE in no event shall be entitled to any claim and deduction or abatement in the said rental charges nor shall be entitled to withhold payment of the said rental charges on any account whatsoever or however.
- ix. Neither the LICENSOR nor the LICENSEE shall be liable for any failure or delay in performance of its obligations under this LICENSE AGREEMENT arising out of or caused, directly or indirectly, by circumstances which are beyond its reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; epidemics or pandemics; riots; power failures; computer failure and any such circumstances beyond its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment or transportation.
- x. The LICENSOR and the Licensee agrees and confirm that both the parties would mutually corporate and assist in the sustaining the business of one another

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The **LICENSOR** reserves the right to withhold articles which belong to the **LICENSEE** if the **LICENSEE** owes money to the **LICENSOR** at the end of the license period till such time that the **LICENSEE** does not pay the outstanding amount.

- xii. The **LICENSEE/LICENSOR** shall serve the notice to either one between 20th - 25th of any month, before or after is not applicable. Also the notice period will commence from the 01st Day of next month.

ARBITRATION

Any dispute arising howsoever in connection with the interpretation or implementation or purported termination of this Agreement or settlement of dues, the Parties shall attempt in the first instance to resolve such dispute by friendly consultations. If such dispute is not resolved through friendly consultations within sixty (60) days after commencement of discussions or such longer period as the Parties agree to in writing, failing which it may be referred to Arbitration to be conducted in accordance with the Arbitration and Conciliation Act, 1996 and its statutory modifications thereof.

The dispute may be referred to a sole arbitrator Mr. Ankur Jain (Advocate) appointed mutually by both the Parties. The seat of Arbitration shall be Kolkata and be conducted in the English language. The award of the arbitrator shall be final and binding between the Parties. However, during the pendency of the dispute, the other terms and conditions of this Agreement shall also continue to apply.

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13. Either party can demand the termination of this Agreement by giving written notice to the other party in advance of Two (2) calendar months and the other party would agree. The refund of the security deposit kept with the **LICENSOR** as aforesaid shall not be deducted because of the said termination of this Agreement subject to the no due liabilities of the **LICENSEE** as per the **LICENSE AGREEMENT**.
14. The License will be under 3 -month Lock-in period from the date of license agreement.
15. The **LICENSEE** shall always abide by norms of the **LICENSOR**.
1. All rights of admission into the **LICENSED PREMISES** are reserved with the **LICENSOR**.
 2. **The Monthly Room Service Charge Fee for the LICENSED PREMISE will be Rs. 16000+GST(18% AS PER GOVERNMENT NORMS), for six month (July to December 2020) and after that it will be 17000+GST(18% AS PER GOVERNMENT NORMS). The LICENSEE Paid 2 Security Deposit Rs. 34 000/- (Thirty Four Thousand Only) by IMPS ON 12.06.2020 and 13.06.2020 IN OUR IDBI BANK.** The total amount bearing no interest whatsoever will be refunded at the time of shifting the office after adjustment of dues if any and/or damage if any done during the occupancy of the aforesaid liaison office, within one month from the date of expiry of the contract period.
 3. The **LICENSEE** also agrees and accepts that the only mode of payment of Room Service Charge, Electricity Charge, or any other charges shall make the payment in cashless mode.
 4. The **LICENSEE** will be liable to pay for any loss and damage to the **LICENSOR's** assets/Furniture & fixtures/property and shall get them repaired at their own cost and expense.
 5. **The LICENSE Period shall be renewed after expiry of 11 months only on the increment of 10% at stretch.** For a monthly consideration and all such relationship shall have started extinguished immediately on natural expiry of this contract or terminated earlier unless otherwise expressed in writing.
 - i. The Licensee shall make the payment of Electricity Charge and Room Service Charge in favor of '**Kolkata M.A. Business Centre Pvt. Ltd**' by NEFT/Cheque/Demand draft on or before the 10th of every advance month.

EXACT MATCH
Rayans Gupta

Proprietor

